

SECTION B - SUPPLIES OR SERVICE AND PRICE/COST

B.1 The Government of the District of Columbia, Department of Corrections (DOC), is seeking a contractor to provide a tailored Commercial off the Shelf (COTS) Content Management System with an integrated business process and enterprise to facilitate records processing for individuals in DOC custody. The contractor shall provide all training as part of the implementation of the new system. Additionally, the contractor will be required to transfer all existing documents and procedures into the redesigned process. The COT will be tailored to the needs of the DOC Records Office in accordance with the requirements outlined in this Statement of Work. All items required for the implementation, training and future technical support are to be included.

B.2 The District contemplates awarding a firm-fixed priced contract with one (1) Base Year and a total of four (4) option years.

B.3 PRICE SCHEDULE – REQUIREMENTS

B.3.1 INCLUDES DOCUMENT HOSTED PURCHASED CONTENT MANAGEMENT SYSTEM (BASE YEAR)

Contract Line Item Number (CLIN)	Supplies/ Services	Quantity	Unit of Issue	Unit Price	Amount
0001	Content Management System.				
0001AA	Contractor to supply personnel In Accordance With (IAW) section C.5.2.1.of the Statement of Work (SOW).	9	Month	\$_____	\$_____
0001AB	Contractor to provide software and licenses IAW section C.8.2 of the SOW	100	each	\$_____	\$_____
0001AC	Content Management System Implementation IAW section C.8 of the SOW	1	Job	\$_____	\$_____
0001AD	Contractor to provide on site training and materials IAW section C.10.	5	each	\$_____	\$_____
Total					\$_____

B.3.2 Software Licenses and Maintenance (Option Year 1)

Contract Line Item Number (CLIN)	Supplies/ Services	Quantity	Unit	Unit Price	Amount
0002	Content Management System				
0002AA	Contractor to provide all software licenses renewals IAW.	100	Each	\$_____	\$_____
0002AB	Warranties IAW section C.3.11.	12	Months	\$_____	\$_____
Total					\$_____

B.3.3 Software Licenses and Maintenance (Option Year 2)

Contract Line Item Number (CLIN)	Supplies/ Services	Quantity	Unit	Unit Price	Amount
0003	Content Management System				
0003AA	Contractor to provide all software licenses renewals IAW.	100	Each	\$ _____	\$ _____
0003AB	Warranty IAW section C.3.11.	12	Months	\$ _____	\$ _____
Total					\$ _____

B.3.4 Software Licenses and Maintenance (Option Year 3)

Contract Line Item Number (CLIN)	Supplies/ Services	Quantity	Unit	Unit Price	Amount
0004	Content Management Systems				
0004AA	Contractor to provide all software licenses renewals IAW.	100	Each	\$_____	\$_____
0004AB	Warranty IAW section C.3.11.	12	Months	\$_____	\$_____
Total					\$_____

B.3.5 Software Licenses and Maintenance (Option Year 4)

Contract Line Item Number (CLIN)	Supplies/ Services	Quantity	Unit	Unit Price	Amount
0005	Content Management System				
0005AA	Contractor to provide all software licenses renewals IAW.	100	Each	\$_____	\$_____
0005AB	Warranty IAW section C.3.11.	12	Months	\$_____	\$_____
Total					\$_____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

C.1.1 The Government of the District of Columbia, Department of Corrections (DOC), is seeking a contractor to provide an integrated business process and enterprise content management system to facilitate records processing for individuals in DOC custody. The contractor shall provide a turnkey solution that encompasses the entire scope of the project including: Business Process Analysis and Redesign, Business Process Management System Customization, Enterprise Content Management System, IT Hardware/Infrastructure, Systems Training, Implementation, and provide a comprehensive warranty that includes phone and on-site support. All aspects of the projects should incorporate the requirements herein.

C.2 BACKGROUND

C.2.1 The mission of the Department of Corrections (DOC) is to provide services for the care and custody of pretrial detainees, sentenced misdemeanants, and felons waiting transfer to the Federal Bureau of Prisons. The department has a budget of \$150 million and 921 positions. The DOC has a housing capacity of approximately 3,300 inmates and the records office processes files for over 50,000 intake, processing, and release transactions annually. The DOC requires an integrated business process and enterprise content management system to digitize the records office while eliminating processing errors, increasing productivity and efficiency, and improving employee accountability. The records office processes inmate files 24 hours a day, 7 days a week and will require a reliable system with redundant capabilities.

C.3 DEFINITIONS

C.3.1

BPM	Business Process Management
CDF	Central Treatment Facility
ECM system	Enterprise Content Management
FIFO	First In First Out

C.4 REQUIREMENTS

C.4.1 The Contractor will provide a system for the Department of Corrections Records Office to manage inmate files and documents. The DOC Records Office (DOCRO) is responsible for creating, processing, managing, and filing all information associated with active inmate records. An inmate's record may consist of hardcopies of documents from internal and external faxes, printed screen shots, and other miscellaneous paper files. Active files are updated during the inmate's stay as new content becomes available. DOCRO keeps released inmate files (inactive) on hand for a period of 3 months prior to archival.

C.4.1.1 The DOC Records Office serves inmates being held in facilities throughout the District. The two (2) primary facilities are the Central Detention Facility (CDF), which is located at 1901 D

St SE, Washington, DC, and the Central Treatment Facility (CTF), which is located at 1901 E St SE, Washington, DC. Additional locations supported by the DOCRO include DOC Headquarters, various halfway houses, DC General Hospital, and DOC offices at 300 Indiana Ave NW, Washington, DC. The data system developed by the contractor will be required to provide the capability of receiving and disseminating information between each of these locations as well as to/from external government agencies.

C.5 General Requirements

C.5.1 Contractor shall provide a Commercial off the Shelf (COTS) solution. DOC will reject any proposals for a Business Process Management (BPM) or Enterprise Content Management (ECM system) system built utilizing custom and/or proprietary coding unless it was commercially available on the date this RFP was opened. Contractor shall provide an analysis and implementation plan upon award of the contract. This plan should account for the entire scope of work defined herein.

C.5.1.2 **The contractor** shall customize the graphical user interface (GUI) as required to standardize the look of the system. This customization should be purely cosmetic and should not, in any way, jeopardize the capability of the BPM system or ECM system to install manufacturer updates. Additionally, this customization should not be developed utilizing any propriety functions and/or coding. The contractor shall document next steps if an end-to- end paperless system is not attainable based on the requirements herein. The documentation should provide a set of organized and logical requirements to maximize processing efficiencies as it relates to eliminating paper based processes.

C.5.1.2.1 **The Contractor** shall customize the system for capturing all documents electronically in order to perform records processing. These documents shall be electronically captured at the first available point in the business process. Automated tools and technologies shall be utilized/implemented to minimize requirements for manual intervention.

C.5.2 Implementation Requirements

C.5.2.1 Contractor shall provide a qualified staff to assist in business process redesign and systems implementation. Resumes, including any professional certifications, should be included for all personnel involved with the project. Contractor shall provide an implemented solution with 100% quality assurance. Testing should be completed during all phases of the project and with results available to DOC staff upon request. Contractor shall complete all testing within a controlled test environment. Appropriate measures should be taken to ensure testing does not interrupt or interfere with active processing.

C.5.3 The Contractor shall ensure the integrated system has an intuitive unified graphical interface that provides novice computer user's access to available

system functionalities. The Contractor shall customize a business process management (BPM system) tool that prevents users from completing transactions that do not follow proper/approved business process logic. The Contractor shall deliver a system that seamlessly integrates the ECM system repository and BPM system/user interface.

C.5.3.1 The Contractor shall provide a system with a proven uptime performance of at minimum 99.9%. The uptime performance should include the utilization of systematic redundancies to meet this requirement. The Contractor shall specify the Full Time Employee and corresponding technical skill levels necessary for DOC to internally support the system.

C.6 Business Process Redesign Requirements

C.6.1 The Contractor shall complete a validation of the documented as-is and redesigned process to ensure all records office processes are captured. DOC will provide the contractor with the documentation on existing processes as well as recommended redesign findings to facilitate this process. The data validation/analysis process should be limited to the first 45 days from contract award. (See Attachment 1) Business process flows used in system development must be signed off by contractor once finalized, and provided to DOC.

C.6.1.1 The Contractor shall provide a detailed written analysis of the proposed business process redesign for approval by DOC prior to customization of the integrated system. This report should provide all functional requirements and Include, but no be limited to, the following: 1) Logical redesign detailed for each process, 2) Redesign constraints, 3) Risk Management Analysis for system implementation 4) Documentation on current and re-engineered process flows 5) Internal system requirements/recommendations, 6) External system Requirements/recommendations, and 7) Complete training and implementation plans.

C.7 Business Process Management System (BPM) and User Interface Requirements

C.7.1 Contractor shall provide a wizard driven user interface workflow utilizing the logic developed as part of the business process redesign for the BPM system. This system should provide a simple, intuitive design which maximizes ease of use. The Contractor shall integrate data forms, as applicable, into the BPM system to Maximize automation and minimize processing errors.

C.7.1.1 Contractor shall provide BPM system that continuously monitors and Validates data throughout processing. System should automate entry of duplicate data fields when possible and cross reference duplicate data fields when manually entered to ensure 100% match. The system should utilize automated data field population when feasible. Contractor shall ensure the Business Process Management System is web accessible.

C.7.1.2 Contractor shall ensure BPM system strictly follows logic as determined by the Business process redesign. The system will prevent attempts to process transactions without following the pre-determined system logic. The system must have the capability to override system logic for users with appropriate credentials.

C.7.1.3 Contractor shall ensure that BPM system has ability to queue work for processing by records office staff utilizing priority indicators. System will default each task in queue to “First In First Out (FIFO)” unless overridden manually or through predetermined automated triggers. Contractor shall provide BPM system capable of segmenting tasks within a workflow to split tasks among multiple users.

C.7.1.4 Contractor shall provide BPM system that creates a workflow that allows a single file/location to contain all associated tasks and inputs. This file/location should represent a single comprehensive inmate file containing any information received, processed, and generated as part of each task. Contractor shall provide a BPM system capable of a multi user approval process at the task and file completion levels. (A file is considered to be a series of tasks)

C.7.1.5 Contractor shall ensure BPM system can electronically redirect work to Another employee or process when properly approved. The redirection of work should be automated for pre-established business process flow logic. Contractor shall provide BPM system that can automatically identify type of incoming document, assign appropriate priority level, and direct documentation to the proper queue. When automatic queuing is not possible; BPM system should immediately alert processor of work requiring manual designation of task parameters.

C.7.1.6 Contractor shall ensure that all information produced by the BPM system is captured in the ECM system. Contractor shall ensure that BPM system allows for configurable forms to capture information electronically. These forms should be available as part of the workflow and should be capable of automatically retrieving information from stored documents and databases. Contractor shall install a BPM system that is capable of leveraging single sign on procedures. This should store user credentials for predefined systems and allow DOC personnel to utilize a single id and password to access multiple systems.

C.7.1.7 Contractor shall deliver a BPM system capable of integrating with DOC’s legacy systems. Contractor shall provide a multi-window user interface that integrates with internal and external systems to reduce the number of different applications the end user must access.

C.8 System Access Control Requirements

C.8.1 Contractor shall provide an internet accessible system that is capable of assigning various access levels utilizing ID and password. Types of access levels include, but are not limited to, view/print only, functional user, supervisory

functional user and administrator/developer.

C.8.2 IT Hardware/Infrastructure Requirements

C.8.3 Contractor shall provide a solution that allows for DOC to host all services on site. All required IT equipment shall be consistent with existing DOC IT equipment and be purchased on behalf of DOC. The IT equipment will be fully owned, operated, and maintained by the DOC post implementation. Contractor shall provide the technical expertise to prepare an analysis of the DOC's IT requirements. This analysis shall be reviewed by DOC prior to the contractor purchasing any equipment.

C.9 Enterprise Content Management (ECM) and Data Capture System Requirements

C.9.1 Contractor shall ensure that ECM system complies with standards contained in DoD 5015.2-STD. Contractor shall provide ECM system that can be fully integrated with BPM system defined herein. Contractor shall provide ECM system capable of "Out-of-the-box" integration with other ECM systems including but not limited to, FileNet. Contractor shall provide ECM system with an audit log for each action pertaining to the system. An action includes, but is not limited to, the following: 1) Viewing of document / record, 2) Printing of document/record, 3) Digital fax of document/record, 4) Receipt of document/record, and 5) Edit/Deletion/Archival of document/record.

C.9.1.1 Contractor shall supply ECM system that can fully integrate with the entire Microsoft Office Suite of products. Contractor shall ensure ECM system can extract and assign metadata for records to utilize in various processes. Contractor shall provide ECM system that can link document folders to other folders, as well as, link documents to other documents. Contractor shall supply ECM system that is developed based on a Service Oriented Architecture (SOA). Also, this system should have a standard three tier architecture to include the client, server, and backend access.

C.9.1.2 Contractor shall ensure ECM system has the capability to process large volumes .Of documents into digitized records in a timely manner. Contractor shall supply ECM system that can be integrated with Lightweight Directory Access Protocol (LDAP) directories. Contractor shall deliver ECM system that utilizes Optical Character Recognition (OCR) to capture and translate hand written, typed, or printed text into machine editable text. Contractor shall provide ECM system that captures documents in, at minimum, Tagged Image File Format (TIFF) or Electronic Document Format. Contractor shall ensure ECM system completes full text searches utilizing Boolean logic.

C.9.1.3 Contractor shall provide ECM system that supports both Oracle 10g and microsoft SQL relational database management systems (RDMS). Additionally, the system should have the capability to integrate with Open Database Connectivity (ODBC) Data sources. Contractor shall ensure ECM system utilizes standard Application Programming Interface (API) and Software Development kit

(SDK). Contractor shall deliver ECM system that provides standard import and export functionality.

C.9.1.4 Contractor shall provide a data capture solution capable of “out of the box” integration with the ECM system. This system should be capable of capturing information/documents from, but not limited to data forms, emails, faxes, external databases, internal databases, and scanned documents. Contractor shall provide a data capture solution that is capable of utilizing Optical Character Recognition (OCR) technology to extract metadata automatically. This system will require the capability to interpret a large amount of handwritten data in both free and standardized forms.

C.9.1.5 Contractor shall work with DOC to develop electronic forms to capture information to improve the success of the data capture solution. Additionally, the contractor shall work with DOC to configure the data capture solution to maximize the ability to extract metadata from existing document formats. Contractor shall provide data capture solution capable of automatically alerting staff when metadata can not be extracted and/or the type of form can not be identified. The system should provide a methodology of allowing processors to manually assign metadata for proper indexing in the ECM system.

C.10 Training Systems and Documentation Requirements

C.10.1 Contractor shall conduct on-site training as part of the system implementation. The contractor shall be prepared to conduct “train the trainer” and end user training classes. The training must provide comprehensive and organized instruction on all aspects of the system. DOC will identify those employees required to attend training. Contractor shall also, as part of the training plan, provide computer based training (CBT) with simulated processes. These simulations should be geared to new hires with little knowledge of DOC processes and procedures. Contractor shall work with DOC to draft comprehensive system documentation for both developer and functional users. This documentation should be provided in electronic format in addition to a control manual.

C.14 Business Process Reporting and Measurement

C.14.1 Contractor shall work with DOC to determine and establish system metrics in accordance with industry best practices. The system design should be capable of easily capturing and reporting on these indicators.

C.15 System Warranty and Support

C.15.1 Contractor shall provide a 3 year warranty for the implemented system design excluding the IT Hardware/Infrastructure procured by DOC. Contractor shall provide telephone systems support post implementation. On-site should be available at the request of DOC.

C.16 Systems Integration Requirements

C.16.1 Contractor shall integrate the BPM system with DOC's existing Offender Management System (OMS). The OMS is DOC's legacy system and houses all information regarding active inmates, including but not limited to physical description, charges, booking information, and sentence information. The OMS is on the Oracle platform and the BPM system will be required read, extract, and write information.

C.16.1.1 Contractor shall provide a system that will be required to interface with various internal DOC applications to automatically extract data. Where feasible, existing applications can be eliminated and programmed directly into the business process module to minimize integration requirements.

C.17 Contractor shall submit all test scripts for acceptance by DOC and will subsequently be signed off by contractor upon completion of testing. The system shall be tested to remove any processing errors and optimized for performance.

C.18 Transition plan shall be provided to DOC in advance of implementation and all elements of transition shall be signed off and provided to DOC. All active inmate records will be scanned into system as part of implementation of system

C.19 Notices and Authority to Order Work

C.19.1 Any notices required or permitted under this contract shall be in writing and shall be deemed given: a) when delivered personally, or b) at the close of business on the third business day after mailing by prepaid certified mail, return receipt requested, and addressed as follows:

DC Department of Corrections
Attn: Tom Hoey
1923 Vermont Ave, NW, Room N-115
Washington, DC 20001

C.19.2 If to Contractor: To Be Determined, Either party may change its address for receiving notices by providing notice in the manner set forth above. Only the parties designated above have authority to order work and/or modify the contract. Either party may designate, in writing, additional individuals authorized to order and accept work under this contract.

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for the period beginning with contract award, a one year base period with four one year options.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4), one year (1) option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed Five (5) years.

F.3 DELIVERABLES

F.3.1 Project plan and timeline shall be developed by contractor and approved by DOC
Project Timeline (Post Award)

	Projected Implementation Timeline	Days from Award
1	Business Process As-Is/Redesign Validation	45
2	ECM system and BPM system Design Specifications	90
3	ECM system and BPM system Customization	180
4	ECM system and BPM system Testing/Validation	210
5	ECM system and BPM system Staff Training	240
6	ECM system and BPM system Deployment	245

7	ECM system and BPM system Live Date	270
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F.3.4 The Contractor shall submit to the District, as a deliverable, the report described in section H.3.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Loretta A. Braxton, CPA
Cluster Controller
Public Safety & Justice
300 Indiana Avenue, NW
Suite 4068
Telephone No. 202-727-4317
Cell No. 202-905-1082
Fax No. 202-724-7518

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, Federal tax ID and invoice date (Contractors shall date invoices on the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed.

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL P PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

Unless otherwise specified in this contract, payment will be made on partial or completed deliveries accepted by the District if the amount due on the deliveries warrants it.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made.

Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any sub contractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

G.7.1 Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Mr. Kenneth Morrow
Contracting Officer
Office of Contracting and Procurement
441 4th Street, N.W., Suite 700
Phone: (202) 727-0821
Fax: (202) 727-00814
Email:Kenneth.Morrow@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE(COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: Tom Hoey
Title: Chief Information Officer
Agency: Department of Corrections
Address 1923 Vermont Ave NW, Washington, DC 20001
Telephone: (202) 671-2052

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 ORDERING CLAUSE

a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.

- a) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- b) If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.
- c) Only items ordered by the Contracting Officer through the issuance of a delivery order shall be delivered by the Contractor.
- d) Delivery shall be made at destination within ten (10) calendars day from date of receipt of purchase order.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine if records can be released. of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

- H.3.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, § 2-219.01 et seq. (“First Source Act”).
- H.3.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.3) in which the Contractor shall agree that:
- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
 - (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.3.3** The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) is verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social Security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.3.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.3.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.3.6.

H.3.6 The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or

(4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.3.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.3.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.3.8.

H.3.9 The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.4.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.4.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.4.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.5 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. § 12101 *et seq.*

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (1983) *et seq.*

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and

modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract

No. _____

With _____ (Contractor's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only,

a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

I.8.1 Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive

automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

I.8.1 Commercial General Liability Insurance, \$2,000,000 limits per occurrence, District added as an additional insured.

I.8.2 Automobile Liability Insurance, \$2,000,000 per occurrence combined single limit.

I.8.3 Worker's Compensation Insurance according to the statutes of the District of Columbia, including Employer's Liability, \$1,000,000 per accident for injury, \$1,000,000 per employee for disease, \$1,000,000 policy limit disease.

I.8.4 Umbrella/ Excess Liability Insurance, \$5,000,000 limits per occurrence.

I.8.5 Professional Liability Insurance, \$2,000,000 per occurrence for each wrongful act and \$2,000,000 per aggregate for each wrongful act.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

SECTION J: LIST OF ATTACHMENTS

- J.1** Incorporated Attachments located at www.ocp.dc.gov shall be completed and incorporated with the offer.
- J.2** E.E.O. Information and Mayor's Order 85-85
- J.3** Tax Certification Affidavit
- J.4** First Source Employment Agreement
- J.5** Wage Determination No. 2005 – 2103, Revision No. 6 Dated May 2008

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF BIDDERS**

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable box, represents that

(a) It operates as:

- a corporation incorporated under the laws of the State of: _____
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the bidder is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in _____
(Country)

**K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY
OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

Bidder ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, “District Employees Not To Benefit” will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:

- (i) those prices
- (ii) the intention to submit a contract, or
- (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory:

- C. It is the awarded vendor's responsibility to notify the members shown below of the availability of the contractor(s).
- D. Each participating jurisdiction has the option of executing a separate contract with the awardees. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee(s), the awardee(s) may withdraw its extension of the award to that jurisdiction.
- E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

In pricing section of contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

Yes	No	Jurisdiction
		Alexandria, Virginia
		Alexandria Public Schools
		Arlington County, Virginia
		Arlington County Public Schools
		Bowie, Maryland
		Charles County Public Schools
		College Park, Maryland
		Culpeper County, Virginia
		District of Columbia
		District of Columbia Courts
		District of Columbia Public Schools
		D.C. Water & Sewer Authority.
		Fairfax, Virginia
		Fairfax County, Virginia
		Fairfax County Water Authority
		Falls Church, Virginia
		Fauquier City Schools & Government, VA
		Frederick County, Maryland
		Manassas Public Schools
		Gaithersburg, Maryland
		Greenbelt, Maryland

DEPARTMENT OF CORRECTIONS
 CONTENT MANAGEMENT SYSTEM

	Herndon, Virginia
	Loudoun County, Virginia
	Manassas, Virginia
	MD-National Capital Park & Planning Commission
	Metropolitan Washington Airports Authority
	Metropolitan Washington Council of Government
	Montgomery College
	Montgomery County, Maryland
	Montgomery County Public Schools
	Prince George's County, Maryland
	Prince George's Public Schools
	Prince William County, Virginia
	Prince William Public Schools
	Prince William County Service Authority
	Rockville, Maryland
	Spotsylvania County Schools
	Stafford County, Virginia
	Takoma Park, Maryland
	Vienna, Virginia
	Wash. Metro. Area Transit Authority
	Wash. Suburban Sanitary Comm.
	Winchester Public Schools

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and *three (3)* copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Offeror shall submit (1) one electronic copy (of both the Technical Proposal and Price Proposal) in Microsoft Format. Telephonic, telegraphic, and facsimile proposals **will not** be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation Number **DCTO-2009-R-0082**

(Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the SOW). Proposals shall include a table of contents with a detailed listing of information presented in the contractor's proposal and each page shall be numbered.

Proposals shall be organized and presented in the following sections:

Part I – Business Organization and Reputation - Offerors must provide the full name and address of its organization, including the parent company if you are a subsidiary. Specify the branch office or other subordinate element that will perform, or assist in performing work herein. Indicate whether it operates as a partnership, corporation, or individual. Include the State in which incorporated or license to operate. Indicate the numbers of years the organization has been in existence. Additionally, list the company's core competencies. Include any appropriate certifications, and/or awards that the organization has received in the past three (3) years. Indicate the number of years the organization has been performing the

listed core competencies. List the type and name of the organizations where services have been provided.

Part II - Contracting/Pricing - Contracting/Pricing Volume will be submitted separately with all executed RFP Documents. Prices will be evaluated for reasonableness.

Part III – Technical Capability and Past Performance (70 Points) - Technical Capability will consist of a 30 page or less document that demonstrates the company’s capability and experience in the areas of;

1. **Understanding the Requirements** – The offeror shall demonstrate its expertise in providing Content Management Software to local, state, federal agencies or businesses. The offeror shall, at a minimum, address all the requirements outlined in the SOW.

2. **Management of Operations** – The offeror shall demonstrate its project management ability specifically addressing the areas in the statement of work, resource management, quality management, financial management, customer relationship management, and contract management to include the submission of qualified professionals to satisfy District requirements. The contractor must provide an approach that will provide maximum productivity to the District.

3. **Past Performance Information** (Submit 3 copies) - Past Performance Information: Past Performance contains three sub factors which are of equal importance to each other; (1) Quality of Service (2) Timeliness of Performance and (3) Business Practices/Customer Satisfaction. The offeror shall provide contract references (preferably, at least 3) both for itself and for any major subcontractor to enable the government to assess the quality of the offeror’s /major subcontractor’s past performance. A major subcontractor is a subcontractor that is expected to perform at least 25% of the work under this contract. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in this RFP. The contracts must have been completed within the last three years or (if still ongoing) have been performed for at least one year. The following information shall be included for each contract:

1. Name and address of contracting activity, state or local government agency or commercial customer.
2. Contract type (fixed price/cost reimbursement)
3. Contract Value
4. Brief description of service required under the contract, including performance location(s) and performance period.
5. Name and telephone number of individual (administrative contracting officer/program manager) able to provide information about offeror’s past performance. (20 Points)

NOTE: The government may elect not to contact all the references provided by the offeror. The government may also contact references other than those provided by the offeror. The offeror’s failure to provide a sufficient number of references that can be contacted may result in the government’s inability to assess the quality of the offeror’s past performance.

PRICE CRITERIA (30 Points)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 30 \text{ weight} = \text{Evaluated price score}$$

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base period. Evaluation of options shall not obligate the District to exercise them. The District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than (REFERENCE TIME AND DATE ON SOLICITATION COVER PAGE 1, BLOCK 9. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than (10) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than (10) days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Annie R. Watkins (contact information is located in Section G.7), by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of the Chief Technology Officer of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of the Chief Technology Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.8 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.9 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.11 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.12 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.13 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Kenneth Morrow
Contracting Officer
Office of Contracting and Procurement
Office of the Chief Technology Officer
441 4th Street N.W., Suite 971 North
Washington, D.C. 20001
Phone: 202-727-3959

L.14 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.15 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.16 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.16.1 Name, address, telephone number and federal tax identification number of offeror;

L.16.2 A copy of each District of Columbia's license, registration or certification that the offeror is required to obtain by law. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.16.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.17 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.18 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.18.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.18.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.18.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.18.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.18.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.18.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.18.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.18.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non responsible.

L.19 PREPROPOSAL CONFERENCE

A pre-proposal conference will be held at 9:00 a.m. on January 15, 2009 at 441 4th Street, NW, Room 1114, Washington, DC 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded. Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in

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writing to all prospective offerors who are listed on the official offerors list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dcgov.org.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
1	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
2	Poor	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M.3 EVALUATION CRITERIA

M.3.1 Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance. Offeror must provide documentation showing the number of years the organization has been performing the core competencies. Offeror must provide the names of the organization where they have delivered services demonstrating core competencies. Offeror must provide appropriate certifications, and/or awards that organization has received in the past three (3) years.

M.3.2 TECHNICAL CRITERIA 70 Points

- a). **Management of Operations – 20 Points**
- b). **Past Performance – 20 Points**
- c). **Understanding the Requirement – 30 Points**

M.3.2 PRICE CRITERIA (30 Points)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

M.3.3 PREFERENCE (12 Points)

M.3.4 EVALUATION OF OPTION YEARS

The district will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years.

SMALL BUSINESS SET-ASIDE SOLICITATION WITH SBE SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.4 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.4.1 Required Small Business Enterprise (SBE) Subcontracting Set-Aside

30% of the total dollar value of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as small business enterprises. Any prime contractor responding to this solicitation shall submit within 5 days of the contracting officer's request, a notarized

statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

M.4.2 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

M.4.2.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

M.4.2.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M.4.2.3 Ten percent reduction in the bid price or the addition of ten points on a 100 point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

M.4.2.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the LBOC or the DSLBD, as applicable;

M.4.2.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.4.2.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.4.3 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.4.3.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.4.3.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.4.3.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.4.3.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.4.3.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.4.3.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.4.4 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals

submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.4.5 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.4.6 Vendor Submission for Preferences

M.4.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.4.6.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.4.6.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.4.6.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.4.6.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.4.7 Subcontracting Plan

Any prime contractor responding to a solicitation in which there is an SBE subcontracting set-aside, shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

M.4.7.1 A description of the goods and services to be provided by SBEs;

M.4.7.2 A statement of the dollar value of the bid or proposal that pertains to the subcontracts to be performed by the SBEs;

- M.4.7.3 The names and addresses of all proposed subcontractors who are SBEs;
- M.4.7.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.4.7.5 A description of the efforts the prime contractor will make to ensure that SBEs will have an equitable opportunity to compete for subcontracts;
- M.4.7.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.4.7.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.4.7.8 List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- M.4.7.9 A description of the prime contractor's recent effort to locate SBE and to award subcontracts to them.

M.4.8 Enforcement and Penalties for Willful Breach of Subcontracting Plan

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

M.5 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.5.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.5.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the

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latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.